

<i>SERFF Tracking Number:</i>	<i>SEPX-125597772</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Sentry Insurance a Mutual Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR08171CGF01</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 General Liability/GL AR08171CGF01</i>		

## Filing at a Glance

Companies: Sentry Insurance a Mutual Company, Middlesex Insurance Company

Product Name: Commercial General Liability	SERFF Tr Num: SEPX-125597772	State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.1001 Commercial General Liability Co Tr Num: GL AR08171CGF01		State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: SPI SentryInsurancePC	Disposition Date: 05/02/2008
	Date Submitted: 04/07/2008	Disposition Status: Withdrawn
Effective Date Requested (New): 07/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 07/01/2008		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: 2008 General Liability	Status of Filing in Domicile: Authorized
Project Number: GL AR08171CGF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/02/2008	
State Status Changed: 04/16/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

We are filing a new optional endorsement CG 80 45 12 07 (Limited Employment Practices Extension) to extend our Commercial General Liability coverage by providing a limited extension for Employment Practices Liability.

## Company and Contact

### Filing Contact Information

Lance Broecker, Product	<a href="mailto:lance.broecker@sentry.com">lance.broecker@sentry.com</a>
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SERFF Tracking Number: SEPX-125597772 State: Arkansas  
First Filing Company: Sentry Insurance a Mutual Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: GL AR08171CGF01  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: 2008 General Liability/GL AR08171CGF01

Compliance/Development - Analyst

1800 North Point Drive (715) 346-8450 [Phone]  
Stevens Point, WI 54481 (715) 346-6044[FAX]

**Filing Company Information**

Sentry Insurance a Mutual Company CoCode: 24988 State of Domicile: Wisconsin  
1800 North Point Drive Group Code: 169 Company Type:  
Stevens Point, WI 54481 Group Name: Sentry Insurance State ID Number:  
Group  
(715) 346-6000 ext. [Phone] FEIN Number: 39-0333950  
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Middlesex Insurance Company CoCode: 23434 State of Domicile: Wisconsin  
1800 North Point Drive Group Code: 169 Company Type:  
Stevens Point, WI 54481 Group Name: Sentry Insurance State ID Number:  
Group  
(715) 346-6000 ext. [Phone] FEIN Number: 04-1619070  
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<i>SERFF Tracking Number:</i>	<i>SEPX-125597772</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Sentry Insurance a Mutual Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR08171CGF01</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 General Liability/GL AR08171CGF01</i>		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sentry Insurance a Mutual Company	\$50.00	04/07/2008	19344482

SERFF Tracking Number:	SEPX-125597772	State:	Arkansas
First Filing Company:	Sentry Insurance a Mutual Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR08171CGF01		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	2008 General Liability/GL AR08171CGF01		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	05/02/2008	05/02/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	04/16/2008	04/16/2008	SPI	04/17/2008	04/17/2008
Industry				SentryInsuranceP		
Response				C		

SERFF Tracking Number:	SEPX-125597772	State:	Arkansas
First Filing Company:	Sentry Insurance a Mutual Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR08171CGF01		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	2008 General Liability/GL AR08171CGF01		

## Disposition

Disposition Date: 05/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number:	SEPX-125597772	State:	Arkansas
First Filing Company:	Sentry Insurance a Mutual Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR08171CGF01		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	2008 General Liability/GL AR08171CGF01		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Withdrawn	Yes
Supporting Document	Form Filing Memorandum	Withdrawn	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Withdrawn	Yes
Form (revised)	Limited Employment Practices Extension Endorsement	Withdrawn	Yes
Form	Limited Employment Practices Extension Endorsement	Withdrawn	Yes

SERFF Tracking Number: SEPX-125597772 State: Arkansas  
First Filing Company: Sentry Insurance a Mutual Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: GL AR08171CGF01  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: 2008 General Liability/GL AR08171CGF01

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/16/2008

Submitted Date 04/16/2008

Respond By Date

Dear Lance Broecker,

This will acknowledge receipt of the captioned filing.

This policy contains defense within limits. You may not attach to a Commercial General Liability policy with defense within limits, prohibited by AR Code Anno. 23-79-307 (5) (A). You may file as stand-alone coverage and claim exemption under AR AID Order # 96-194, which requires a consent form signed by the insured, acknowledging reduction or exhaustion of limit by defense payment, and the minimum limit of liability must be \$500,000.

Also, there is no notice on this form that this is Claims-Made coverage as required by AR Code Anno. 23-79-306 (1). The claims-made language does not meet the minimum standards requirements of (2-6) of the same code. Please amend. The basic free of charge mandatory reporting period must be limited to 60 days rather than a year. At that time, if the insured requests and premium is paid for the supplemental ERP, you must put into effect the supplemental extended reporting period which must have the greater of the limit remaining of the expiring policy aggregate or reinstated to 50%. The ERPs may not be refused for cancellation due to non-payment or deductibles owed.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/17/2008

Submitted Date 04/17/2008

Dear Edith Roberts,

### Comments:

Regarding your objection letter dated April 17, 2008. SERFF Filing ID SEPX-125597772.

SERFF Tracking Number: SEPX-125597772 State: Arkansas  
 First Filing Company: Sentry Insurance a Mutual Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: GL AR08171CGF01  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: 2008 General Liability/GL AR08171CGF01

## Response 1

Comments: Please be informed that we wish to withdraw this filing.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Limited Employment Practices Extension Endorsement	CG 80 45	12 07	Endorsement/Amendment/Conditions	Withdrawn		0	
<b>Previous Version</b>							
Limited Employment Practices Extension Endorsement	CG 80 45	12 07	Endorsement/Amendment/Conditions	New		0	CG 80 45.PDF

No Rate/Rule Schedule items changed.

Sincerely,  
 SPI SentryInsurancePC



SERFF Tracking Number:	SEPX-125597772	State:	Arkansas
First Filing Company:	Sentry Insurance a Mutual Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	GL AR08171CGF01		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1001 Commercial General Liability
Product Name:	Commercial General Liability		
Project Name/Number:	2008 General Liability/GL AR08171CGF01		

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Limited Employment Practices Extension Endorsement	CG 80 45	12 07	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		

<i>SERFF Tracking Number:</i>	<i>SEPX-125597772</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Sentry Insurance a Mutual Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR08171CGF01</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 General Liability/GL AR08171CGF01</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125597772 State: Arkansas  
First Filing Company: Sentry Insurance a Mutual Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: GL AR08171CGF01  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: 2008 General Liability/GL AR08171CGF01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Withdrawn 05/02/2008

**Comments:**

**Attachments:**

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF  
AR - NAIC FORM FILING SCHEDULE.PDF

**Satisfied -Name:** Form Filing Memorandum **Review Status:** Withdrawn 05/02/2008

**Comments:**

**Attachment:**

Form Filing Memorandum.PDF

**Satisfied -Name:** AR - FORM FILING ABSTRACT F-1 **Review Status:** Withdrawn 05/02/2008

**Comments:**

**Attachment:**

AR - FORM FILING ABSTRACT F-1.PDF

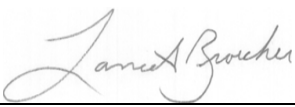
## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	Sentry Insurance Group				<b>Group NAIC #</b>	169
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Sentry Insurance a Mutual Company	WI	24988	39-0333950			
Middlesex Insurance Company	WI	23434	04-1619070			

<b>5. Company Tracking Number</b>	GL AR08171CGF01
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Lance Broecker 1800 North Point Drive Stevens Point WI 54481	Product Compliance/Development - Analyst	715-346-6000	715-346-6044	lance.broecker@sentry.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Lance Broecker			

## Filing Information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.1 Other Liability - Claims Made Only			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.1001 Commercial General Liability			
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing Title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New: 07-01-08	Renewal: 07-01-08		
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	April 7, 2008			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

# Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR08171CGF01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

We are filing a new optional endorsement CG 80 45 12 07 (Limited Employment Practices Extension) to extend our Commercial General Liability coverage by providing a limited extension for Employment Practices Liability.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<div data-bbox="183 1461 501 1516"> <p><b>Check #:</b> SERFF EFT</p> <p><b>Amount:</b> \$50.00</p> </div> <div data-bbox="154 1757 1297 1810"> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> </div>

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL AR08171CGF01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	NA
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Limited Employment Practices Extension Endorsement	CG 80 45 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## **COMMERCIAL GENERAL LIABILITY FORM FILING MEMORANDUM**

We are filing the following new optional endorsement CG 80 45 12 07 (Limited Employment Practices Extension) for our Commercial General Liability Coverage which will extend coverage by providing a limited extension for Employment Practices Liability. The endorsement will provide on a claims made basis employment practices, in excess of the designated deductible and up to the indicated sublimit. This sublimit will apply to damages as well as defense and settlement costs (defense in limits). The limits and deductibles will be shown in the endorsement schedule. At this time we contemplate a single limit option of \$25,000 with a \$1,000 deductible.

If additional EPLI limits are desired, the named insured may elect to purchase additional coverage, from us or another carrier, and the coverage provided by this endorsement will apply in excess of the other insurance. If the other insurance includes a deductible, we will reduce this coverage extensions deductible by the amount of the other insurance coverage's deductible. For example, if this extension has a \$1,000 deductible and the other insurance has a deductible equal to or greater than \$1,000 we will waive our deductible. If the other insurance has a deductible less than our \$1,000 deductible, we will reduce our \$1,000 deductible by the amount of the other insurance coverage's deductible.

This endorsement will be included without an additional premium to each Commercial General Liability policy without an additional charge unless:

1. Coverage has been rejected in writing by the named insured; or
2. We determine from a review of the exposures and hazards that the account would not meet our minimum underwriting standards for this coverage.

In the event the extension endorsement is not offered or has been rejected, a premium reduction will be applied in the form of a credit factor applied to the subline 334 (premises and operations) premium.

# ARKANSAS INSURANCE DEPARTMENT

Form F-1  
Rev. 4/96

## FORM FILING ABSTRACT

### ALL QUESTIONS MUST BE ANSWERED

Page 1 of 2

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed April 7, 2008
2. Company Name(s) Sentry Insurance a Mutual Company, Middlesex Insurance Company  
Group Name Sentry Insurance Group NAIC No. 23434 Group No. 169
3. (a) Annual Statement Line of Business Number (Page 14) 17.1 & 17.1001  
(b) Class of Business General Liability  
© Coverages Affected \_\_\_\_\_
4. (a) Name of Advisory Organization, if any Insurance Services Office  
(b) Affiliations with Advisory Organization: Member ( ☒ ) Subscriber ( ☐ )
5. Is this a reference filing? Yes ( ☐ ) No ( ☒ ) If yes, please provide the following:  
(a) Name of Advisory Organization (or Affiliated Company) \_\_\_\_\_  
(b) Date of Filing \_\_\_\_\_  
© Filing Designation Number or Description \_\_\_\_\_

### PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
Yes
8. Is the form filed in response to or due to legislation? If so, specify legislation.  
No
9. Is the form in response to or due to recent court decisions? If so, give citation.  
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



**Signature**

Lance Broecker

**Title**

715-346-8450

**Telephone Number**



**Page 2 of 2**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	07-01-08	CG 80 45 12 07	Limited Employment Practices Extension Endorsement We are filing a new optional endorsement CG 80 45 12 07 (Limited Employment Practices Extension) to extend our Commercial General Liability coverage by providing a limited extension for Employment Practices Liability.

<i>SERFF Tracking Number:</i>	<i>SEPX-125597772</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Sentry Insurance a Mutual Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR08171CGF01</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 General Liability/GL AR08171CGF01</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Limited Employment Practices Extension Endorsement	04/07/2008	CG 80 45.PDF



## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The terms and conditions of the Commercial General Liability Coverage Form and any applicable endorsement will apply unless specifically modified by this endorsement.

## SCHEDULE

Employment Practices Aggregate Limit of Insurance: \$ 999,999  
Employment Practices Deductible: \$ 9,999  
Retroactive Date: mm/dd/yyyy  
Pending or Prior Litigation Date mm/dd/yyyy

If no entry appears above, the information needed to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

The following is added:

## A. EMPLOYMENT RELATED PRACTICES ADDITIONAL COVERAGE

## 1. INSURING AGREEMENT

- a. We shall pay those sums the insured becomes legally obligated to pay as damages resulting from a "wrongful act" to which this insurance applies. We will have the right and duty to investigate any incident that may result in a "claim" and defend the insured against any "suit" seeking those damages. However, we will have no duty to investigate any incident or "claim" or defend the insured against any "suit" seeking damages because of a "wrongful act" to which this insurance does not apply. At our option, we may settle any "claim" or "suit" that may result from a "wrongful act".

The coverage and duty to defend provided by this endorsement will end when we have used up the applicable limit of insurance for "defense expenses" or the payment of judgments or settlements.

No other obligations or liability to pay sums, such as civil or criminal fines, imposed on you or any other insured or to perform acts or services is covered.

- b. This insurance applies to "wrongful acts" only if:
- (1) The "wrongful act" takes place in the coverage territory;
  - (2) The "wrongful act" did not commence before the Retroactive date, if any, shown in the Schedule for this endorsement or after the end of the policy period; and
  - (3) A "claim" against any insured for damages because of the "wrongful act" is first made during the policy period or the Extended Reporting Period described in paragraph F.

CG 80 45 12 07



## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

- c. A "claim" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" after being received by any insured, is reported to us in writing; or
  - (2) When a claim against an insured is made directly to us in writing.
- A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period. However, this 30 day grace period does not apply to "claims" that are covered under any subsequent insurance you purchase or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".
- d. If during the policy period, you become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim" against any insured, you must provide notice to us in accordance with the provisions of the Duties In The Event Of A Claim Or An Incident That May Result In A Claim in paragraph E.1. If such notice is provided, then any "claim" subsequently made against any insured arising out of that "wrongful act" shall be deemed under this endorsement to be a claim made during the policy period in which the "wrongful act" was first reported to us.
- e. All claims for damages because of a "wrongful act" committed against the same person, including damages claimed by any person for care, loss of services or death resulting at any time from the "wrongful act" will be deemed to have been made at the time the first such "claim" is made, regardless of the number of "claims" subsequently made.

## 2. EXCLUSIONS

This insurance does not apply to:

## a. Criminal, Fraudulent Or Malicious Acts

An insured's liability arising out of:

- (1) Criminal, fraudulent or malicious acts or omissions by that insured; or
- (2) Oral or written publication of material if such material was published by or at the direction of the insured with knowledge of the material's falsity.

This exclusion does not affect our duty to defend, in accordance with Paragraph A.1. above, an insured prior to determining through the appropriate legal processes that the insured is responsible for a criminal, fraudulent or malicious act or omission or knowingly publishing false material.

CG 80 45 12 07



## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

## b. Contractual Liability

Any "wrongful act" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

## c. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## d. Violation Of Laws Applicable To Employers

Fines, penalties, assessments or duties required by any federal, state or local statutes pertaining to employment including but not limited to the Employment Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Workers Adjustment and Retraining Notification Act, the American with Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the Family and Medical Leave Act and any amendments or rules or regulations pertaining to these or other employment laws or regulations.

## e. Strikes And Lockouts

Any "wrongful act" committed against any striking or locked-out "employee" or to an "employee" who has been temporarily or permanently replaced due to any labor dispute.

## f. Facility Closings And Downsizing Actions

Any "wrongful act" arising out of any facility closings or other downsizing actions.

## g. Employment Contracts

Amounts owed under a written contract of employment or a written agreement to make payments in the event of the termination of employment.

## h. Non-Monetary "Claims" or "Suits"

"Claims" requesting only equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary damages.

## i. Workplace modification

Expenditures to modify, repair or replace any workplace or facilities to accommodate the physical or emotional disabilities of any "employee" or prospective "employee".

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

## j. Prior Or Pending Litigation

Any "claim" or "suit" against any insured which was pending on or existed prior to the applicable Pending or Prior Litigation Date shown in the Schedule for this endorsement, or any "claim" or "suit" arising out of the same or substantially the same facts circumstances or allegations which are the subject of, or the basis for, such "claim" or "suit".

## k. Prior Notice

Any "wrongful act" alleged or contained in any "claim" which has been reported, or for which, in any circumstance, notice has been given, under any other prior insurance policy providing essentially the same type of coverage.

## l. Outside Boards

Any liability arising out of any actual or alleged act or omission of an "insured" serving in any capacity, other than as a director, officer or "employee" of the named insured.

3. The SUPPLEMENTARY PAYMENTS - COVERAGES A AND B provisions do not apply to the coverage provided by this endorsement.

## B. WHO IS AN INSURED

## 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your partners or members are also insureds.
- c. A limited liability company, you are an insured. Your members and managers are also insureds.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are also insureds.

2. Your "employees" are also insureds, unless otherwise excluded in this endorsement, but only while acting within the scope of their employment by you or while performing duties related to the conduct of your business.

3. Your former "employees" are also insureds, unless otherwise excluded in this endorsement, but only with respect to "wrongful acts" committed while in your employ.

4. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if no other similar insurance applies to that organization. You must notify us of such acquisition or

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

formation as soon as practicable. However, coverage under this provision:

- a. Is afforded only until the 90th day after you acquire or form the organization, or until the end of the policy period, whichever is earlier; and
- b. Does not apply to a "wrongful act" committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## C. LIMIT OF INSURANCE

1. The Employment Practices Aggregate Limit of Insurance shown in the Schedule for this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons, organizations or government agencies making "claims" or bringing "suits".
2. The Employment Practices Aggregate Limit of Insurance is the most we will pay for the sum of:
  - a. All damages; and
  - b. All "defense expenses"because of all "wrongful acts" to which this insurance applies.

The Employment Practices Aggregate Limit of Insurance for this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Employment Practices Aggregate Limit of Insurance.

## D. DEDUCTIBLE

The following only applies if a deductible is indicated in the Schedule for this endorsement:

1. We will not pay for our share of damages and "defense expenses" until the amount of damages and "defense expenses" exceeds the Employment Practices Deductible shown in the Schedule for this endorsement. We will then pay the amount of damages and "defense expenses" in excess of the Employment Practices Deductible, up to the limit of insurance.

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

2. The Employment Practices Deductible shown in the Schedule applies to all "claims" arising out of:
  - a. The same "wrongful act"; or
  - b. A series of incidents, circumstances or behaviors which arise from a common cause.Regardless of the number of persons, organizations or government agencies making such "claims".
3. We may pay any part of or all of the deductible amount to effect settlement of any "claim" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.
4. If this coverage applies in excess of any other available Employment Practices insurance, the Employment Practices Deductible in this endorsement will be reduced by the amount you have paid for any deductible applicable to the primary Employment Practices insurance.
5. The terms and conditions of this policy including, but not limited to, our right and duty to defend the insured or settle the "claim" and the insured's duties in the event of a "claim" or an incident or offense which may result in a "claim" or "suit" apply irrespective of the application of the Employment Practices Deductible.

## E. CONDITIONS

For the coverage provided by this endorsement:

1. The Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition is replaced by the following:

DUTIES IN THE EVENT OF A "CLAIM" OR AN INCIDENT THAT MAY RESULT IN A "CLAIM"

- a. If a "claim" is received by any insured, you must:
  - (1) Immediately record the specifics of the "claim" and the date received; and
  - (2) Notify us, in writing, as soon as practicable.
- b. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit".

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a "wrongful act" to which this insurance may also apply.
- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our written consent.
- d. If you have knowledge of a "wrongful act" for which a "claim" has not yet been received, you must notify us, in writing, as soon as practicable. Such notice must provide:
  - (1) A description of the "wrongful act", including all relevant dates;
  - (2) The names of the persons involved in the "wrongful act", including names of the potential claimants;
  - (3) Particulars as to the reasons for anticipating a "claim" which may result from such "wrongful act";
  - (4) The nature of the alleged or potential damages arising from such "wrongful act"; and
  - (5) The circumstances by which the insured first became aware of the "wrongful act".
- 2. The following is added to the Legal Action Against Us Condition:

We will not be liable for the insured's share of any payment due because of a settlement or judgment for which the insured is responsible under paragraph D. Deductible.
- 3. The Other Insurance Condition is replaced by the following:

OTHER INSURANCE

If other Employment Practices insurance is available to the insured:

  - a. The insurance provided by this endorsement is excess of any other available Employment Practice insurance available to the insured.
  - b. If the "claim" or "suit" is likely to involve us, we have the right and shall be given the opportunity to associate with the "insured" and the insurer providing the other Employment Practices insurance in the investigation or settlement of the "claim" or defense of the "suit".
- 4. The following Condition is added:

TRANSFER OF DUTIES WHEN LIMIT OF INSURANCE IS USED UP

  - a. If we conclude that, based on "claims" which have been reported to us and to which this insurance may apply, the limit of insurance is likely to be used up in the payment of

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

judgments or settlements for damages or the payment of "defense expenses", we will notify the first Named Insured, in writing, to that effect.

- b. When the limit of insurance has actually been used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will:
  - (1) Notify the first Named Insured in writing, as soon as practicable, that the limit has actually been used up and that our duty to defend the insured against "suits" seeking damages subject to that limit has also ended;
  - (2) Initiate, and cooperate in, the transfer of control to any appropriate insured, of all "suits" for which the duty to defend has ended for the reason described in paragraph b.(1) above and which are reported to us before that duty to defend ended; and
  - (3) Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.
- c. When b.(1) above has occurred, the first Named Insured and any other insured involved in a "suit" seeking damages subject to that limit, must:
  - (1) Cooperate in the transfer of control of "suits"; and
  - (2) Arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- d. We will take no action with respect to defense for any "claim" if such "claim" is reported to us after the applicable limit of insurance has been used up. It becomes the responsibility of the first Named Insured and any other insured involved in such a "claim", to arrange defense for such "claim".
- e. The first Named Insured will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph b. above.
- f. The exhaustion of the applicable limit of insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

## F. EXTENDED REPORTING PERIOD

- 1. The Extended Reporting Period provisions only apply if:

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

- a. This endorsement or the policy to which it is attached is canceled or nonrenewed for any reason;
  - b. We renew or replace this coverage with another:
    - (1) Claims-made policy that has a retroactive date later than the one shown in the Schedule for this endorsement; or
    - (2) That does not apply to "wrongful acts" on a claims-made basis.
2. If the Extended Reporting Period applies:
- a. A "claim" first made within one year after the end of the policy period will be deemed to have been made on the last day of the policy period, provided the "claim" is for damages because of "wrongful acts" which took place after the Retroactive Date, shown in the Schedule for this endorsement and prior to the cancellation or expiration date of the coverage or the policy to which this endorsement is attached.
  - b. The Extended Reporting Period will be subject to any remaining Employment Practices Aggregate Limit remaining as of the cancellation or expiration date of the coverage or the policy to which this endorsement is attached.
  - c. This Extended Reporting Period can not be cancelled by either party.
  - d. The insurance extended by this Extended Reporting Period will be excess over any other valid and collectible insurance available to any insured, whether primary, excess, contingent or on any other basis, whose policy begins or continues after this Extended Reporting Period begins.

## G. DEFINITIONS

For the coverage provided by this endorsement:

1. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged, including:

  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
  - b. Any other alternative dispute resolution proceeding in which damages are claimed and to which the insured submits with our consent; or
  - c. Any administrative proceeding or hearing conducted by a governmental agency (federal, state or local) having proper legal authority over the matter in which such damages are claimed.

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## LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

## 2. The following definitions are added:

- a. "Claim" means a "suit" or demand made by or for a current, former or prospective "employee" for damages because of an alleged "wrongful act".
- b. "Defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:
  - (1) Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our employees.
  - (2) Fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a "claim".
  - (3) All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.
  - (4) Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" including actual loss of earnings up to \$250 a day because of time off from work.
  - (5) Costs taxed against the insured in the "suit".
  - (6) All interest on that amount of any judgment within the Employment Practices Aggregate Limit of Insurance:
    - (a) which accrues after entry of judgment; and
    - (b) before we pay, offer to pay or deposit in court that part of the judgment within the Employment Practices Aggregate Limit of Insurance."Defense expenses" does not include salaries and expenses of our "employees" or the insured's "employees" (other than those described in paragraphs (1) and (4) above).
- c. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal state or local statute, rules or regulations.
- d. "Wrongful act" means one or more of the following offenses, but only when they are employment-related:
  - (1) Wrongful demotion or failure to promote, negative evaluation, reassignment, or discipline of your current "employee" or wrongful refusal to employ;

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LIMITED EMPLOYMENT PRACTICES EXTENSION ENDORSEMENT - CONTINUED

- (2) Wrongful termination, meaning the actual or constructive termination of an "employee":
  - (a) In violation or breach of applicable law or public policy; or
  - (b) Which is determined to be in violation of a contract or agreement, other than any employment contract or agreement, whether written, oral or implied, which stipulates financial consideration if such financial consideration is due as the result of a breach of the contract;
- (3) Wrongful denial of training, wrongful deprivation of career opportunity, or breach of employment contract;
- (4) Negligent hiring or supervision which results in any of the other offenses listed in this definition;
- (5) Retaliatory action against an "employee" because the "employee" has:
  - (a) Declined to perform an illegal or unethical act;
  - (b) Filed a complaint with a governmental authority or a "suit" against you or any other insured in which damages are claimed;
  - (c) Testified against you or any other insured at a legal proceeding; or
  - (d) Notified a proper authority of any aspect of your business operation which is illegal;
- (6) Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
- (7) Harassment;
- (8) Libel, slander, invasion of privacy, defamation or humiliation; or
- (9) Verbal, physical, mental or emotional abuse arising from "discrimination".

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